

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2018-381-T - ORDER NO. 2019-80  
FEBRUARY 20, 2019

IN RE:   Application of Soda City Movers LLC for            )   ORDER APPROVING  
          Approval to Amend Tariff                            )   TARIFF AMENDMENTS

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Soda City Movers LLC (“Soda City,” “Applicant” or “Company”) to amend the Company’s current tariff. Soda City presently holds a Class E HHG Certificate of Public Convenience and Necessity (Certificate No. 9789-A) to transport household goods in South Carolina pursuant to the authority granted by this Commission.<sup>1</sup>

Upon receipt of the Application, the Commission’s Clerk’s Office instructed Soda City to publish, one time, a Notice of Filing in newspapers of general circulation in the affected areas of the state. The purpose of the Notice of Filing was to inform interested parties of the Company’s Application and of the manner and time in which to file the appropriate pleadings for participation in the proceeding. The Company complied with this instruction and provided the Commission with proofs of publication of the Notice of Filing. No protests or petitions to intervene were received.

By its Application Soda City seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of the Company’s current

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<sup>1</sup> See Docket No. 2011-194-T.

tariff. Some of the proposed changes consist of the addition of “standard” and “peak” rate schedules; an increase in the hourly rate for one mover from \$65 to \$75 (standard) – \$85 (peak); an increase in the hourly rate for two movers from \$95 to \$105 (standard) - \$124 (peak); an increase in the hourly rate for three movers from \$125 to \$138 (standard) - \$158 (peak); the removal of all promotional rates; and other various modifications.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed tariff and submitted its findings to the Commission on January 23, 2019. ORS’s Impact Study revealed that Soda City was in compliance with the Commission’s rules and regulations at its compliance review on December 11, 2018. Furthermore, ORS advises that Soda City is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Company within the past twelve months.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by Soda City to the South Carolina Tariff Bureau’s (SCTB) rates, it appears that the majority of rates proposed by Soda City are below the SCTB rates, while some are above, where a comparison rate is available. Although certain of the proposed rates are above the SCTB rates, we note that no other parties have filed in opposition to the rates proposed by the Company.

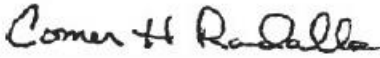
Having considered the Application, the lack of opposition, and the results of the ORS impact study, we conclude that the amended tariff proposed by Soda City is just and reasonable for the Company and its customers. Accordingly, the Company’s Application to amend its current tariff should be approved.

IT IS THEREFORE ORDERED THAT:

1. The Application of Soda City Movers LLC to amend its tariff is approved, subject to compliance with all applicable statutes, rules, and regulations. The approved revised tariff is attached as Order Exhibit 1.

2. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

  
Comer H. "Randy" Randall, Chairman

ATTEST:

  
Jocelyn Boyd, Chief Clerk/Administrator

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**

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**Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by SODA CITY MOVERS, LLC. These services are furnished between points and places within the State of South Carolina.

**SECTION 1****1.0 TRANSPORTATION CHARGES**

Transportation Charges include the hourly rates and travel rates as listed below. Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below. Drive time charges will be assessed according to the table in section 1.2. The clock starts at the appropriate hourly rate when the movers arrive at the customer’s pickup location and will continue to run until the completion of the move at the destination location.

**1.1 Hourly Rates and Charges**

Peak rates will be charged year-round for moves on Sundays and/or Federal Holidays. Moves that occur on Saturdays from March 1<sup>st</sup> through November 15<sup>th</sup> will also be charged peak hourly rates. Otherwise, the standard hourly rates will be charged.

<b><u>Number of Movers</u></b>	<b><u>Hourly Rate</u> (Standard)</b>	<b><u>Hourly Rate</u> (Peak)</b>
One Mover and a Truck	\$75.00	\$85.00
Two Movers and a Truck	\$105.00	\$124.00
Three Movers and a Truck	\$138.00	\$158.00
Each Additional Mover	\$35.00	\$35.00

*Additional trucks over one will be billed at the rates set forth above.*

**1.2 Drive Time / Flat Travel Fees**

The “flat travel fee” is charged to cover the time/cost driving from our office to the customer’s pickup location, and then back to our office from the final destination. A flat travel fee of \$90 per truck (up to 3 movers) will be applied to moves transported within the cities of Columbia, Irmo, Lexington, West Columbia, Cayce, Blythewood, Chapin, and Elgin.

Additional movers beyond 3 (per truck) will add \$20 per mover total.

Moves outside of these areas will pay for estimated travel time from the office and back at the appropriate hourly rate. We estimate travel time takes about 20 minutes longer per hour in a moving truck than in a regular vehicle.

**1.3 Office Hours / Minimum Hourly Charges:**

SODA CITY MOVERS, LLC will have the following office hours: Monday – Friday, 9:00 am – 5:00 pm, Saturday 10:00 am – 12:00 pm, and closed on Sunday.

Monday-Saturday	Two-Hour Minimum Charge + Flat Travel Fee
Sundays	Four-Hour Minimum Charge + Flat Travel Fee
Recognized Federal Holidays	Four-Hour Minimum Charge + Flat Travel Fee

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 72 hours of their move, SODA CITY MOVERS, LLC will charge the applicable minimum.



**SECTION 2****2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

**2.1 Bulky Article Charges (per item)**

- Gun Safe (in excess of 400 lbs.) - \$100
- Pool Table - \$175
- Hot Tubs/Spa - \$200
- Golf Cart/Riding Lawnmower - \$100
- Spinet/Upright Piano - \$100
- Baby Grand/Grand Piano - \$200

**2.2 Elevator or Stair Carry**

SODA CITY MOVERS, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

**2.3 Excessive Distance or Long Carry Charges**

SODA CITY MOVERS, LLC does not charge an additional fee for carrying article an excessive distance to or from the motor vehicle.

**2.4 Pick Up and Delivery**

SODA CITY MOVERS, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

**2.5 Packing and Unpacking**

**2.5.1** SODA CITY MOVERS, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

**2.5.2** SODA CITY MOVERS, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. SODA CITY MOVERS, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

**2.6 Piano Charges**

SODA CITY MOVERS, LLC charges an additional fee for moving pianos as specified in Section 2.1. SODA CITY MOVERS, LLC will not move pianos up or down more than 5 steps.

**2.7 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, bunk beds, baby cribs, and similar articles.

**2.8 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of SODA CITY MOVERS, LLC.

**2.9 Fair Weather Policy**

SODA CITY MOVERS, LLC reserves the right to operate in fair weather conditions. Rain and other hazards are reasons for SODA CITY MOVERS, LLC to postpone your move. If a customer chooses to have us work in hazardous conditions, we will not be liable for wind or water damage, or any other damage that is a result of the weather.

**2.10 Right to Decline to Move Items**

SODA CITY MOVERS, LLC reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved, unless they are fully disassembled prior to arrival.

**2.11 Overnight Hold/Storage**

SODA CITY MOVERS, LLC can hold a shipment in our truck(s) overnight at a rate of \$250 per truck, per night. The clock will restart on the agreed upon delivery date beginning at 9am. If the customer is not available to accept delivery at this time, customer will be charged waiting time as outlined in section 2.8.

**SECTION 3****3.0 RULES AND REGULATIONS****3.1 Claims**

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 96 hours of the move. SODA CITY MOVERS, LLC must be given a reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, SODA CITY MOVERS, LLC reserves the right to repair the damage(s) in question. If we determine that the damages cannot be repaired, we reserve the right to either replace or compensate for the damage according to the valuation option selected by the customer on the Bill of Lading prior to starting the move. If there is damage, notify SODA CITY MOVERS, LLC immediately. We will complete a Damage Report before we leave your site. If you discover damage after the move, the customer must notify the office within 96 hours of the move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- 3.1.4** Flat panel televisions will NOT be covered for damage unless customer allows SODA CITY MOVERS, LLC to perform packing of TV(s) and verify functionality before and after transportation. Additionally, TV packing materials must be purchased by the customer from SODA CITY MOVERS, LLC.

**3.2 Computing Charges**

SODA CITY MOVERS, LLC rates are computed by multiplying the applicable hourly rate by the time and adding the appropriate travel charge as provided in Section 1.

**3.3 Governing Publications**

SODA CITY MOVERS, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

**3.4 Items of Particular Value**

SODA CITY MOVERS, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. SODA CITY MOVERS, LLC will not accept responsibility for safe delivery of such articles if they come into SODA CITY MOVERS, LLC's possession with or without SODA CITY MOVERS, LLC's knowledge.

**3.5 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of SODA CITY MOVERS, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.6 Delays**

SODA CITY MOVERS, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

**SECTION 4****4.0 PROMOTIONS**

SODA CITY MOVERS, LLC does not offer any promotional rates or discounts.